

Joe E. Marshall  
Texas Bar No. 13031100  
Jonathan L. Howell  
Texas Bar No. 24053668  
MUNSCH HARDT KOPF & HARR, P.C.  
3800 Lincoln Plaza  
500 N. Akard Street  
Dallas, Texas 75201-6659  
Telephone: (214) 855-7500  
Facsimile: (214) 978-4365

**Hearing Date: June 30, 2009**  
**Hearing Time: 9:45 a.m.**

Matthew J. Gold  
KLEINBERG, KAPLAN, WOLFF & COHEN, P.C.  
551 Fifth Avenue, 18<sup>th</sup> Floor  
New York, New York 10176  
Telephone: (212) 986-6000  
Facsimile: (212) 986-8866

*Attorneys for Atmos Energy Marketing, LLC  
and Atmos Energy Corporation*

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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In re:	:
	:
GENERAL MOTORS CORPORATION, <i>et al.</i>	:
	:
Debtors.	:
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**LIMITED OBJECTION OF ATMOS ENERGY MARKETING, LLC  
AND ATMOS ENERGY CORPORATION TO  
DEBTORS' MOTION PURSUANT TO 11 U.S.C. § 365 AND  
FED. R. BANKR. P. 6006 TO APPROVE ASSUMPTION AND ASSIGNMENT  
OF CERTAIN EXECUTORY CONTRACTS AND TO PROPOSED CURE AMOUNTS**

TO THE HONORABLE ROBERT E. GERBER, U.S. BANKRUPTCY JUDGE:

Atmos Energy Marketing, LLC ("AEM") and Atmos Energy Corporation ("AEC") (collectively, "Atmos"), creditors and parties-in-interest in the above-captioned bankruptcy case (the "Bankruptcy Case") of General Motors Corporation and its affiliated debtors (collectively, the "Debtors"), hereby file this Limited Objection (the "Objection") to Notice of Debtors' Intent to Assume and Assign Executory Contracts, Unexpired Leases of Personal Property, and Unexpired Leases of Nonresidential Real Property and Notice of Debtors' Intent to Assume and

Assign Additional Executory Contracts, Unexpired Leases of Personal Property, and Unexpired Leases of Nonresidential Real Property, and amendments thereto (collectively, the “Notices”), and in support thereof would respectfully show this Court as follows:

By Motion dated June 1, 2009 [**Docket No. 92**], the Debtors seek, among other things, approval of certain procedures to assume and assign executory contracts. Pursuant to the Motion, for each particular executory contract that the Debtors designate for assumption and assignment, the Debtors propose that they provide the non-debtor contract party with notice, instructing the non-debtor contract party on how to electronically access the terms of the proposed assumption and assignment and the procedures for objecting to the assumption and assignment and/or the designated cure amount.

AEM and the Debtors are parties to that certain Base Contract for Sale and Purchase of Natural Gas dated September 1, 2003 (the “Contract”).<sup>1</sup> Additionally, AEC services several locations for the Debtors and under some circumstances may have a utility agreement with certain of the Debtors. Atmos received the Notices from the Debtors, notifying Atmos that the Debtors designated Atmos contracts for assumption and assignment. In addition, the Notices provided Atmos with instructions to electronically access the terms of the proposed assumption and assignment. Relying on the Notices and instructions, Atmos is not able to determine what specific contracts are being assumed and assigned and/or what cure amounts are proposed to be paid by the Debtors. In particular, the specific contracts were either not identified or there was no amount reflected for the cure claim to be paid notwithstanding the defaults existing under all Atmos contracts. With respect to one of the Notices, Atmos was not even able to access the website using the referenced User ID and Password.

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<sup>1</sup> The Contract includes, without limitation, all transaction confirmations, issued in connection therewith.

AEM has since delivered to the Debtors up-to-date and accurate records evidencing that the Debtors are in default under the Contract, and that AEM is indeed entitled to payments to cure such defaults in the event that this Contract is assumed and assigned. Since the Debtors have failed to update their records or their electronic tracking of the Contract cure amounts, AEM files this Objection to the Debtors' designation of the AEM Contract cure amounts as zero. AEC also objects to the assumption and assignment of any utility agreements with the Debtors unless and until the Debtors specifically identify the contracts to be assumed and assigned and the correct cure amounts for each, and provide sufficient notice to AEC of such terms of assumption and assignment.

WHEREFORE, PREMISES CONSIDERED, Atmos respectfully requests that the Court deny the Debtors' requested assumption and assignment of any Atmos contracts unless and until the contracts are sufficiently identified and noticed and the applicable cure amounts are determined by the court upon notice and hearing and paid in full by the Debtors, and grant Atmos such other and further relief, at law or in equity, to which it may be justly entitled.

Dated: June 24, 2009

**KLEINBERG, KAPLAN, WOLF & COHEN, P.C.**

By: /s/ Matthew J. Gold  
Matthew J. Gold  
551 Fifth Avenue  
New York, New York 10176  
Tel. No.: (212) 986-6000  
Fax No.: (212) 986-8866  
mgold@kkwc.com

**MUNSCH HARDT KOPF & HARR, P.C.**

By: /s/ Joe E. Marshall

Joe E. Marshall, Esq.

Texas Bar No. 13031100

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3800 Lincoln Plaza

500 N. Akard Street

Dallas, Texas 75201-6659

Telephone: (214) 855-7500

Facsimile: (214) 978-4305

**ATTORNEYS FOR ATMOS ENERGY  
MARKETING, LLC AND ATMOS ENERGY  
CORPORATION**

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on this 24<sup>th</sup> day of June, 2009, he caused a true and correct copy of the foregoing Objection to be served via overnight mail, postage prepaid upon the following:

General Motors Corporation  
Attn: Warren Command Center  
Mailcode 480-206-114  
Cadillac Building  
30009 Van Dyke Avenue  
Warren, Michigan 48090-9025

Weil, Gotshal & Manges LLP  
Attn: Harvey R. Miller, Esq.  
Stephen Karotkin, Esq.  
Joseph H. Smolinsky, Esq.  
767 Fifth Avenue  
New York, New York 10153

U.S. Treasury  
Attn: Matthew Feldman, Esq.  
1500 Pennsylvania Ave. NW, Room 2312  
Washington, D.C. 20220

Cadwalader, Wickersham & Taft LLP  
Attn: John J. Rapisardi, Esq.  
One World Financial Center  
New York, New York 10281

Vedder Price, P.C.  
Attn: Michael J. Edelman, Esq.  
Michael L. Schein, Esq.  
1633 Broadway, 47<sup>th</sup> Floor  
New York, New York 10019

Office of the United States Trustee  
Southern District of New York  
Attn: Diana G. Adams, Esq.  
33 Whitehall Street, 21<sup>st</sup> Floor  
New York, New York 10004

/s/ Joe E. Marshall  
Joe E. Marshall